



INVITATION TO BID NO: 10-X-2209164

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

INVITATION TO BID

REQ. AGENCY : 377000
ALA BD OF RESPIRATORY THERAPY
AGENCY REQ. NO. :
T-NUMBER : TA053
DATE ISSUED : 09/03/09
VENDOR NO. :
VENDOR PHONE NO. :
SNAP REQ. NO. : 1422966
BUYER NAME : JENNIFER LORETZ

FOR: ADMINISTRATIVE SERVICES -
BD OF RESPIRATORY THERAPY

BUYER PHONE NO. : (334) 242-7370-
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:
DATE: 09/22/09 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 09/23/09 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE
MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: _____(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN _____ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: _____
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: _____
INTERNET WEBSITE: _____
6. GENERAL CONTRACTOR'S LICENSE NO: _____
TYPE OF G.C. LICENSE: _____

***** IMPORTANT NOTE: *****

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE
ITEM 7 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

COURIER

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
P O BOX 302620
MONTGOMERY, AL 36130-2620

STATE OF ALABAMA
DIVISION OF PURCHASING
RSA UNION BUILDING
100 N. UNION ST., SUITE 192
MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED.
I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN
RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO
REFRAIN FROM BIDDING.

SWORN TO AND

FEIN OR SSN

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

_____ DAY OF _____

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: _____

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY BUSINESSES IN THE TECHNICAL COMPLETION OF REQUIRED FORMS MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS

REV: 08/19/09

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE.
8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
BID RECEIVED LATE
BID NOT SIGNED/NOT ORIGINAL SIGNATURE
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
NOTARIZED OWN SIGNATURE
REQUIRED INFORMATION NOT SUBMITTED WITH BID
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY
FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY"

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

SPECIAL TERMS & CONDITIONS

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AWARD:

AWARD WILL BE MADE "ALL OR NONE" TO THE LOWEST RESPONSIBLE BIDDER
MEETING ALL SPECIFICATIONS.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND,
THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS
AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD,
IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST,
SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE
EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO
LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH
PERIOD.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED
WITHIN FIVE (5) DAYS FROM RECEIPT OF REQUEST.

PRICE SHEET

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INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
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UNLESS SPECIFIED OTHERWISE BELOW:

SHIP TO: R1 /

STATEWIDE

00001	COMMODITY CODE: 964-78-087747 SUPPORT, ADMINISTRATIVE MANAGEMENT AND LOGISTICAL, BD OF RESPIRATORY THERAPY PER ATTACHED SPECIFICATIONS.	1	MO	_____	_____
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NOTE TO BIDDERS: THIS BID REQUIRES ONE
ORIGINAL BID AND FIVE COMPLETE COPIES AS
SHOWN ON PAGE 2 OF THE ATTACHED SPECS.

PAGE TOTAL

BID TOTAL

THE ALABAMA STATE BOARD OF RESPIRATORY THERAPY

INVITATION TO BID – ADMINISTRATIVE SERVICES CONTRACT TO: PROVIDE ADMINISTRATIVE MANAGEMENT AND LOGISTICAL SUPPORT FOR THE ALABAMA STATE BOARD OF RESPIRATORY THERAPY.

You are invited to submit bids in accordance with the requirements of this solicitation as contained herein.

The Bid must be signed by an authorized officer to bind the offer and shall contain a statement to the effect that the bid, if accepted, is effective at least sixty (60) days from the closing date for submission of bids. Bids must be identified as Administrative Services Contracts for the Alabama State Board of Respiratory Therapy. Neither the State of Alabama nor the Alabama State Board of Respiratory Therapy assumes responsibility for consideration of unmarked or incorrectly marked envelopes bearing bids.

This solicitation does not commit the State of Alabama or the Alabama State Board of Respiratory Therapy to award a contract, pay any costs incurred in the preparation of a bid, or procure or contract for the articles, goods or services proposed. The State of Alabama and the Alabama State Board of Respiratory Therapy reserve the right to accept or reject any or all bids received as a result of this request or to cancel this bid in its entirety or in part if it is in the best interest of the State of Alabama or the Alabama State Board of Respiratory Therapy to do so.

PART I GENERAL INFORMATION

- 1.0 Bids will be considered as specified herein or attached hereto under the terms and conditions of this bid.
- 2.0 Bids must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the bid.

- 3.0 Offers are to include all applicable requested information and are encouraged to include any additional information the submitters wish to be considered.
 - 4.0 Five (5) copies of your bid are required.
 - 5.0 The submittal is required to have the Invitation to Bid (ITB) number specified in the ITB, the name of the Alabama State Board of Respiratory Therapy, and the bid number and opening date printed on the envelope or wrapper containing the bid.
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PART II INTRODUCTION

It is the intent of the State of Alabama and the Alabama State Board of Respiratory Therapy (herein referred to as the Board) to solicit bids for an Administrative Services Contract to provide administrative management and logistical support services to the Board.

PART III SCOPE OF WORK

The contractor will provide the following services:

1.0 Office Space and Communications

1.1 Office Facilities

- 1.1.1 Provide administrative offices and conference space for quarterly meetings and special meetings, as needed by the Board: facilities must be located within the city limits of Montgomery, Alabama and must provide accessibility for the handicapped. The Board reserves the right to visit and inspect all operations of the Contractor dedicated to the Board's business at any time during the Contractor's regular working hours.
- 1.1.2 Office facilities should include, but are not limited to, standard office equipment: desks, chairs, tables, etc.; computers; copier machine; and other equipment normally required to conduct such business.

1.2 Telephone, E-mail, Website and Other Communications Services

- 1.2.1 Contractor will provide information to the public on request in accordance with the Alabama Open Meetings Act, create a communication link between registrants and the Board, establish and maintain e-mail communication to all board members, and establish and/or maintain the Board's website through the Department of ISD in a timely manner.
- 1.2.2 Contractor will maintain a dedicated Montgomery telephone line, in the name of and owned by the Board in the Contractor's offices with the Contractor supplying equipment with service during regular business hours, exclusive of established state holidays; and a fax line to operate twenty-four (24) hours per day seven (7) days a week. The telephone number will be listed in the Montgomery, Alabama telephone directory under the name, "ALABAMA STATE BOARD OF RESPIRATORY THERAPY".
- 1.2.3 Contractor will maintain the mailing address via a post office box through the main post office for Montgomery, Alabama in the name of the "ALABAMA STATE BOARD OF RESPIRATORY THERAPY". The post office box will be rented by the board and remain the exclusive permanent address unless so changed by the Board regardless of who the Contractor may be. Mail will be checked daily.

2.0 Correspondence and Records Concerning Applicants, Registrants, and Disciplinary Actions

The Contractor will act as the primary clearing house and repository for all correspondence, records, and actions of the Board.

2.1 Correspondence

The Contractor will receive all correspondence submitted in the name of the Board and provide access to such correspondence during regular business hours to authorized individuals, as determined by the Board and in accordance with the Alabama Sunshine Law. The Contractor will

provide secretarial services and routinely prepare responses to correspondence. Board correspondence requiring action by Board Members will be forwarded to the appropriate Board Member(s) in a manner to be determined by the Board.

2.2 Records

The Contractor will receive all applications for licensure and requests for renewal and provide access to these records during regular business hours to authorized individuals, as determined by the Board and in accordance with the Alabama Sunshine Law. The Contractor shall:

- 2.2.1 Maintain a secure filing system with separate files for license classifications, disciplinary actions, and other categories as required. All filing cabinets for these records will be purchased as needed by the Board and become the property of the Board. Official records must be retained and maintained in accordance with state regulations and approved Records Disposition Authority (RDA) and the Disaster Recovery Plan approved by the Board.
- 2.2.2 Develop and maintain a system for record retention that ensures that confidential information will not be improperly released to unauthorized individuals or to the public at large in accordance with the Alabama Sunshine Law. The record retention system utilized by the Contractor shall be subject to the approval of the Board
- 2.2.3 Develop and maintain a Windows compatible database and word processing program capabilities from commercially available software for handling applications, licenses, renewals, and notices as required to ensure the proper operation of the Board. Use of other proprietary software programs or programs with limited availability will not be considered. All software programs purchased to support Board activities are the property of the Board. All records and databases generated by use of the aforementioned programs are the property of the Board.

2.2.4 Maintain records of complaints and Board investigations in a secure facility separate and apart from all other board records or correspondence.

Maintain individual records in database format for applications, annual renewals, continuing education data, and other information as required for all persons licensed by the Board. The Contractor shall not disclose any information concerning any applicant's or licensee's file except as permitted under applicable law. Maintain database files(s) suitable for the preparation of a current and up-to-date electronic roster of licensees.

2.3 Security

Contractor must maintain a "clean desk policy" with respect to records of the Board. At the end of each workday, all correspondence, applicant's files, licensee files, and disciplinary files or records are to be re-filled and placed in a secure lockable file case or vault. In no instance should any applicant, licensee or disciplinary file be left out for any reason. Should any applicant file be removed from the Board office for any reason, a chain of custody document must be affixed to said file, and a transmittal certificate must be retained for that file by the Contractor in the Board office.

3.0 General Administrative Support

Contractor will function as the "Administrative Office" for the Board by providing these services:

3.0 The Contractor hereby agrees, represents and certifies that; the Contractor, its employees, agents, subcontractors and consultants have never been sanctioned under any federal or state fraud or abuse laws, including exclusion from any state or federal health care program; and Consultant is unaware of any actual or threatened investigations, suit, or proceedings before any court or by any governmental or administrative body in progress which may have the likelihood of materially affecting the Contractor's right to either

employment by an entity or person participating in the Medicare and/or Medicaid program.

In the event Contractor receives any subsequent notice of an investigation, suit, or proceeding of any type pursuant to federal or state laws or regulations which may have the likelihood of materially affecting eligibility for, employment by an entity or person participating in the Medicare and/or Medicaid program,

Contractor, will immediately notify the chairman of the Board and provide written explanation of the matter. Contractor further understands, agrees and acknowledges that the Board may take additional action as it deems appropriate relating to Contractor's continued service to the Board as a result thereof.

- 3.1 Prepare and disseminate notices, agendas, and minutes for meetings of the Board in a timely manner and as required by law.
- 3.2 Provide administrative support necessary to ensure the proper operation of the Board, including but not limited to:
 - 3.2.1 Handling and routing of general correspondence related to the operation and performance of the Board.
 - 3.2.2 Handling complaints and applications for licensure, renewal, and reinstatement as specified in the laws or the rules and regulations of the Board.
 - 3.2.3 Compiling files and dossiers containing each applicant's application information, renewal applications, requests for reinstatement, and correspondence, together with any supporting data, to be considered by the Board. All files must be complete before being submitted to the Board for review.
 - 3.2.4 Printing, updating, and distributing the most current correspondence of the Board to include notices for license renewals, application packets, licenses, directories, newsletters, handbooks, legal notices, etc.
 - 3.2.5 Doing other work as may be necessary for the operation of the Board.
 - 3.2.6 Cross referencing of applicants against the national disciplinary data base.

- 3.3 Act as custodian of all records of the Board. At least one copy of all computer records will be kept off-site at a secure facility to be determined by the Board. All computer records, including databases and correspondence, will be "backed-up" on a daily and weekly basis to ensure security and safety. One set of current weekly back-up copies will be kept off-site in a secure facility to be determined by the Board.
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- 3.4 Receive all revenue due and owing to the Board in the form of license fees, application fee, or any other fees or payment in accordance with the laws and regulations of the State of Alabama and transmit funds to the State Treasurer on a timely basis.
- 3.5 Provide necessary bookkeeping services for the Board together with the State Finance Office. All vouchers and payments will be prepared for signature by the designated Board official in accordance with standard State auditing procedures. The accounting program and records are the property of the Board.
- 3.6 Prepare and submit a quarterly financial and activity report for review by the Board at regularly scheduled Board meetings. Should an audit be scheduled the Contractor will be responsible for providing all information requested by the Examiners of Public Accounts.
- 3.7 Prepare an annual financial report to be sent to the State Budget Officer; maintain a roster of licensees; record continuing education units (CEU's) for all licensees; post any other information as required by the Board in the performance of its duties for each registrant's file; keep registrants informed as to their status before the Board; and perform other tasks as requested by the Board.
- 3.8 Submit changes in legislation and/or the rules and regulations of the Board to the Legislative Reference Service in accordance with state law.
- 3.9 Perform other duties as requested and agreed upon by the Board, i.e., provide logistical support for conference planning and regular and emergency meetings of the Board, examination of applicants for licensure, and any other work necessary to ensure the continued operation of the Board.

PART IV COMPENSATION AND EXPENSES

1.0 Base Service Load

- 1.1 Submitters shall use a base load of 150 hours per month for providing the services set forth in Section III – Scope of Work. A fee should be stated for the proposed base load on a monthly and annual basis.
 - 1.2 Submitters shall state the number of hours that they anticipate will be required to perform the services requested.
-

2.0 Invoice for Payment

- 2.1 Payment will be approved by the Board for services performed upon submittal of a monthly invoice.
- 2.2 Payment shall be made only to the Contractor, and the Board shall have no obligation to any other person or corporation for expenses incurred by the Contractor. The Contractor has no authority to make any contracts, oral or written, in the name of the Board.

3.0 Items or Expenses not Covered by Contractor

- 3.1 The Contractor shall not be expected to fund the cost of the following:
 - 3.1.1. Postage for correspondence sent in the routine conduct of the Board's business.
 - 3.1.2. Board letterhead, envelopes, applications, newsletters or any other printed material distributed by the Board.
 - 3.1.3. Board member liability insurance provided through the State Department of Finance, Division of Risk Management.
 - 3.1.4. Travel expenses for Board Members.
 - 3.1.5. Charges from ISD for web site services provided to the Board, charges from the State Department of Finance for processing vouchers, reports, etc., or charges from the Legislative Reference Service.
 - 3.1.6. Any other services outside the scope of services specified herein, as requested by the Board and/or approved by the Board at a duly held public meeting and recorded in the Board's official minutes.

PART V INDEPENDENT CONTRACTORS

1.0 INTRODUCTION

The Contractor is an independent contractor; neither the Contractor nor its agents or employees shall be deemed employees of the State of Alabama or of the Alabama State Board of Respiratory Therapy. The Contractor (owner of firm) shall be a fulltime management firm with at least ten years experience as a professional regulator including experience initiating and maintaining professional licensure boards, hold a Bachelor's Degree from an accredited four-year institution, and possess a working knowledge of the laws affecting health related state boards in the State of Alabama. Experience in respiratory therapy regulation is preferred. The Contractor shall further have no criminal history or vendor complaints filed with the Alabama Department of Purchasing. The contractor shall have no power of authority to bind or otherwise obligate the Board in any manner, except that the Board shall make payment to the Contractor for the services and expenses incurred as provided herein.

2.0 Conflicts of Interest

The Contractor for the Board shall provide professional services utilizing the highest ethical standards and in accordance with state law. The Contractor should take special care to avoid any conflicts of interest in providing these services.

3.0 Status

It is understood that neither the Contractor nor its employees are state employees and, as such, are not entitled to the privileges or benefits of the State Merit System under the contract.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment either in effect or which may,

during the course of this contract be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree in compliance with the recommendations of the Governor and the Attorney General when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

PART VI CONTRACT TERM

1.0 Contract Term

- 1.1 This contract shall be for a term of three (5) years, beginning January 1, 2010, and shall expire on December 31, 2015. It is understood by both parties that this administrative services contract may be terminated at any time by either party upon 60 days written notice to the other party.
- 1.2 The provisions, conditions, and terms of this contract are dependent upon the availability of funds to the Board. After the initial (12) month term, the Board reserves the right to negotiate up to a maximum of five (5%) percent increase or decrease in the contract price for each of the four subsequent state fiscal years. In the event that insufficient funds are available for the services requested herein, termination or reduction of work effort may be required of the Contractor.

PART VIII BID CONTENT

1.0 Content

Each bid must be submitted in writing and include the following:

- 1.1. A summary of the Submitter's experience in providing administrative and logistical support services and education.
- 1.2. A statement of the qualification and related experience of the personnel who will perform the services.
- 1.3. A description of the management system to be utilized by the Contractor, to include a security system to protect the Board's files and records.
- 1.4. A statement indicating which computer database, word processing, and accounting systems will be used for maintaining and managing the Board's records.
- 1.5. A description of the Submitter's physical facilities and equipment available to the Board.
- 1.6. Submitter's monthly fee for base load services.